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Salt Lake City, UT 84151  
(801) 983-0275 or (877) 9UT-EGOV  
FAX: (800) 585-1534  
<http://www.utah.gov>  
Email: [scrsupport@utahinteractive.org](mailto:scrsupport@utahinteractive.org)

## Registration Agreement Utah State Construction Registry

The Utah.gov network is an Internet-based electronic portal designed to streamline access to government information. Utah.gov is managed for the State of Utah under contract by Utah Interactive, LLC. This Agreement is between you, the User, and Utah Interactive, LLC, and it permits you to access Utah.gov premium services. A subscription to Utah.gov is only necessary if you desire to access premium services. Network registration is offered on an annual basis. To register, you must complete all sections of this Network Registration Agreement. Please carefully read all information enclosed, including any insert on services, products, or prices. This Agreement, plus any applicable inserts, must be signed, dated, and returned to the above address.

Certain Utah.gov services may have statutory and/or transaction fees associated with them. Information on all fees is provided as an attachment to this Network Registration Agreement or on the associated Internet pages. There are restrictions on access to certain records and some records are restricted in use. You may be subject to penalties under law if you violate any of these restrictions.

If you have any questions regarding information contained within this Agreement, please contact Utah.gov at 1-877-9UT-EGOV (1-877-988-3468).

Sign and return this Agreement to the address above. Upon receipt of the signed and completed agreement, Utah Interactive LLC will notify you of receipt of the agreement and provide passwords, if applicable. When you receive confirmation or notification, you may begin using our services for which there are fees immediately. Email addresses for Users are required to receive electronic notification. You will be billed on a monthly basis for your monthly account usage if applicable.

<b>Account Information</b>	Business or Individual Name:		If Business, Primary Contact Name:	
	Address Line 1:		Telephone	
	Address Line 2:		Fax	
	City	State	Zip	
<b>Billing Information</b>	<input type="checkbox"/> Billing address is the same as the physical address above.			
	Billing Address Line 1:		Billing Telephone	
	Billing Address Line 2:		Billing Fax	
	City	State	Zip	

<b>Fees</b>	<p>For accounts that accrue fees monthly, an annual registration fee is required. Accounts that automatically charge against a credit card or bank draft on file with the SCR are subject to a \$75.00 annual fee, while accounts electing the monthly invoicing option require a \$125.00 annual fee. A third option is to “Pay as You Go” by including payment at the time of each filing – this option is not subject to an annual account maintenance fee. Initial fees will be assessed upon registration. Thereafter, the annual registration renewal will be billed to your account automatically on the 31<sup>st</sup> of the renewal anniversary month.</p>		
<b>Billing Options</b>	Select preferred billing option: <input type="checkbox"/> <b>Government / Exempt</b>		
	<input type="checkbox"/> <b>Pay as you Go</b> You may select this option and simply include payment/payment information with each filing.		
	<input type="checkbox"/> <b>Automatic Billing to Credit Card</b> Initial \$75.00 Registration fee will be billed to this card. Credit card information will be maintained on file. All filings will be automatically charged to the credit card monthly. Bill My <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover  Card # _____ Exp Date: ____/____/____  Name on card: _____ Signature: _____		
	<input type="checkbox"/> <b>Auto Check</b> Initial \$75.00 Registration fee will be billed to this account. Checking account information will be maintained on file. All filings will be automatically deducted monthly.  Bank Name: _____  Routing Number: _____ Account Number: _____  Authorized Signature: _____		
<b>User Accounts and Access Information</b>	<input type="checkbox"/> <b>Monthly Invoice</b> – (note – extra fee required for monthly invoice accounts) Please provide a credit card for the initial \$125.00 registration fee and to guarantee the monthly invoice account: Bill My <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover  Card # _____ Exp Date: ____/____/____  Name on card: _____ Signature: _____		
	Please specify the name and email address of the account Administrator. The Administrator will be the primary User responsible for maintaining individual User access to the SCR system for the registered organization. As an administrator, this account will be able to submit filings, modify filings, view all filings, submit User changes, submit changes to account information, and request changed passwords for all Users associated with this account. System passwords will be randomly generated and unique. Users may log in upon account activation and change their password.		
	Last Name	First Name	Email Address / Requested User Name
			Access Level*
		Administrator	
	Specify up to 9 additional individual Users to be associated with this account. It is suggested that individual Usernames be created using unique email addresses. In the event an email address is not specified and an alternate-filing account registration Username is already in use, the designated agent reserves the right to modify the requested Username and notify the account owner of the change. System passwords will be randomly generated and unique. Users may log in upon account activation and change their password.		
	Last Name	First Name	Email Address / Requested User Name

<b>By my signature I agree that:</b> I have read and agree to the terms and conditions of the Utah.gov Network Registration Agreement as presented. If I am signing on behalf of an organization or company, I represent that I have authority to bind the organization or company to this Agreement.		
Signature:	Title:	Date:

## Utah State Construction Registry Service Agreement

### Definitions:

“User” means individuals who set up either Pay-as-you-go or monthly payment account in order to utilize the SCR system.

The User and Utah Interactive LLC. wish to contract for the provision of services from the Utah.gov network to User as per the Terms and Conditions below. Utah.gov is the State of Utah’s electronic government portal and is managed for the State of Utah under contract by Utah Interactive LLC. Through the Utah.gov network Utah Interactive, LLC. provides on-line access, from terminals or personal computers, to a number of databases with related services. User wishes to use the services made available by Utah Interactive, LLC.

## Terms and Conditions

### 1. Agreement

This agreement sets forth the terms and conditions under which Utah Interactive LLC. (herein after “Utah Interactive, LLC”) will provide services to User through the Utah.gov network.

### 2. Withdrawal of Service

Utah Interactive, LLC reserves the right to withdraw any service or services in accordance with its contract with the State of Utah for this service and laws governing the SCR without consulting User prior to withdrawing such service and shall have no liability whatsoever to User in connection with deletion of any such service.

### 3. Acknowledgement

a) Utah Interactive, LLC acknowledges that User information will be maintained and used for only the purposes of managing the Utah.gov network and will not be released to commercial entities.

b) User acknowledges that this Agreement is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This Agreement, and other notices provided to User by Utah Interactive, LLC, constitutes the entire agreement between the parties. This Agreement may be modified at any time by Utah Interactive, LLC in accordance with its contract with the State of Utah for this service and laws governing the SCR. Utah Interactive, LLC need only give email or mailed notice of the changes in this Agreement for such changes to be effective. Any such changes shall be effective when sent. In the event User issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for User's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement. In the event that Utah Interactive, LLC’s contract to manage Utah.gov expires or terminates and is not renewed, this Agreement may be assigned to the substitute Utah Interactive, LLC, but if not assigned, it will terminate contemporaneously with the termination or expiration of the contract between the State of Utah and Utah Interactive, LLC.

### 4. Conditions of Use

a) Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Utah Interactive, LLC in its sole discretion.

b) ID/Account Numbers: Utah Interactive, LLC will issue to the User a maximum of 10 Utah.gov ID/account numbers per annual fee. User is responsible for preserving the secrecy of its account numbers and to ensure that access to services and use of its ID/account numbers are controlled by it and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. User is liable for any and all charges for services to its ID/account numbers whether or not authorized by User. User is bound by all actions taken by anyone who uses one of the Usernames/passwords issued to User by Utah.gov, until (i) User has notified Utah.gov that a Username/password should be revoked, and (ii) Utah.gov has had a reasonable time to take such action.

- c) Access: User is solely responsible for the selection and procurement of any equipment and communication lines necessary to access Utah.gov services.
- d) Copyright and Ownership of Information: User agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through Utah.gov services. Each User is liable under law for violations of record use.
- e) Use of information: User agrees to abide by all applicable use statements and requirements outlined for access of information or services through Utah.gov. User recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by Utah Interactive, LLC.
- f) Subscription and/or online services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for User to have access to those services.
- g) This Agreement and any issued Usernames/passwords are for use with the Construction Registry only and not for any other services offered by Utah.gov or Utah Interactive LLC.

## 5. Payment

- a) Invoices for all services rendered will be prepared and provided by Utah Interactive, LLC. Rates shall be in accordance with the current Utah.gov rate schedule. Terms of invoice payment shall be net twenty-five (25) days.
- b) In addition to the rates contained herein, User shall pay Utah Interactive, LLC for all sales, use, and excise taxes incurred by Utah Interactive, LLC in providing services to User if applicable. Utah Interactive, LLC makes no representations as to the liability or exemption from liability of the User to any tax imposed by any government entity.
- c) Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. User agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
- d) Payment Options: (User selects one)
  - i) Auto Check Option – Shall mean that User's banking institution automatically deducts the billed amount out of User's checking account monthly including any annual, monthly or quarterly subscription fees. Monthly statements are not sent from Utah Interactive, LLC.
  - ii) Credit Card – Credit card company automatically pays the amount of usage and filing fees, including any annual, monthly, or quarterly subscription fees, upon presentment of statement of charges electronically by billing service for Utah Interactive, LLC. Monthly statements are not sent from Utah Interactive, LLC.
  - iii) Monthly Statement Option – Shall mean that Utah Interactive, LLC bills User monthly including any annual, monthly or quarterly subscription fees.
- e) Default: An account is in default if it is past due or if User should declare a bankruptcy or insolvency. In the event of default, the User may not file a notice with the database pursuant to law. The determination that a person is delinquent on the payment of a fee for filing shall be made in accordance with Title 63, Chapter 46b, Administrative Procedures Act. Not exercising this option at any particular time or degree of delinquency does not prevent Utah Interactive, LLC from exercising this option at any other time or degree of delinquency.
- f) All fees associated with the State Construction Registry are posted at <http://scr.utah.gov>. Fees are non-refundable.

## 6. Limitation of Liability

- a) The remedies set forth in this Agreement are exclusive and in no event shall Utah Interactive, LLC, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability, if User (i) fails to comply with the rules and regulations governing the State Construction Registry, which non compliance is a material cause of the user's damage, loss, or injury, (ii) entered incorrect, incomplete or illegible data into the system, or (iii) submitted incorrect, incomplete or illegible data to Utah Interactive, LLC for entry into the system. User specifically understands and recognizes that the system by which these services are offered to it may experience problems of various kinds resulting in an inability to provide services.
- b) Utah Interactive, LLC shall not be liable for or deemed to be in default for any delays, failure in performance, or interruption of service resulting from acts of God or other acts beyond its control.
- c) Utah Interactive, LLC shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service.
- d) No action or suit, regardless of form, arising out of the transactions pursuant to this Agreement may be brought by either party more than three years after the cause of the action accrues.

## 7. Warranty

- a) Utah Interactive, LLC makes no warranties express or implied, including but not limited to the implied warranties of merchantability or fitness for any particular purpose. While Utah Interactive, LLC and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.
- b) User warrants that it is aware of and will comply with all applicable federal, state, local, or other laws and regulations with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through Utah.gov. Each User is liable under law for violations of record use or access rules committed by

him or her or for those committed by anyone using the usernames/passwords issued under this Agreement to User, and agrees to abide by such rules. In addition, the organization or company may be liable if the rules are not enforced or are violated.

#### 8. Rate/Fee Changes

a) Rates/Fees are as set forth in the Network Registration Agreement insert and are established by the State of Utah in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below.). Such rates/fees may change as the State of Utah decides.

b) The parties may enter into a fixed-term agreement setting forth a set rate/fee for a specified term. Any such agreement will be evidenced and detailed in writing.

#### 9. Renewals

User accounts renew annually automatically on the first day of their anniversary month unless Utah Interactive, LLC is notified in writing to the contrary. The appropriate annual fee will be applied in the billing for that month.

#### 10. Limitations

a) Under no circumstances may User, or any other party acting by or through User or using User's ID/account numbers, use data received from or through Utah Interactive, LLC or Utah.gov in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations. Each User is liable for violations of record use or access rules committed by him or her or for those committed by anyone using the usernames/passwords issued under this Agreement to User, and agrees to abide by such rules. In addition the organization or company may be liable if the rules are not enforced or are violated.

b) User specifically recognizes and affirms that he, or any other party acting by or through User or using User's username/password, will comply with all applicable provisions of all federal and state laws governing privacy and information dissemination as a requestor of public information.

c) User understands that his Utah Interactive, LLC or Utah.gov service privileges may be terminated for a violation of this Agreement or of an applicable federal, state, local or other law or regulation, and further that he may be prosecuted for such violations.

d) User agrees not to tamper with, alter, or change in any fashion any databases or programs made available to User by Utah Interactive, LLC or Utah.gov.

e) User acknowledges that records of its access to for-fee Services will be maintained by Utah Interactive, LLC and are subject to audit and examination for compliance with applicable limitations on use.

#### 11. Tradename / Trademark

User agrees that he/she will not use the trademarks "Utah.gov " or "Utah Interactive LLC." or the names or means of identifying any of Utah.gov's services in any fashion unless specifically authorized to do so in writing by Utah Interactive, LLC. User agrees not to tamper with, alter, or change in any fashion any databases or programs made available to User by the Utah.gov network.

#### 12. General

a) Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

b) Waiver: The waiver, modification, or failure to insist on any of these terms or conditions one or more times by Utah Interactive, LLC shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of Utah Interactive, LLC's right to performance of any such term or terms in the future.

c) Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

d) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Utah as such laws are applied to contracts made and to be performed entirely in Utah, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Utah and in no other jurisdiction.

e) Assignment: This Agreement is not assignable or transferable by User and any attempted assignment or transfer shall be null and void and of no force or effect. Utah Interactive, LLC may assign this Agreement and/or the payments due to Utah Interactive, LLC without notice to or requirement for User's permission or approval.

#### 13. Utah.gov Management

Utah Interactive, LLC, a Utah limited liability company, manages Utah.gov and the day to day operation and activities of the portal under one or more contracts with the State of Utah.